

# **Agreement**

by and between

**THE TOWN OF DUDLEY**

And



**Highway, Water, Sewer, Recycling Departments**

July 1, 2006 - June 30, ~~2008~~ <sup>2009</sup> 2010

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## ARTICLE 1 RECOGNITION

The Town of Dudley (referred to alternatively as the "Employer" or "Management") recognizes SEIU, Local 888 (the "Union") as the exclusive bargaining representative for the permanent full-time employees in the Highway, Sewer, Water Departments and Recycling Department. The Union will represent the employees for the purposes of negotiating wages, hours and other working conditions.

## ARTICLE 2 DISCRIMINATION

The Town and the Union will not discriminate against any employee covered by this Agreement on the basis of race, color, religion, sex, age, as defined by law, sexual orientation, national origin, or handicap.

## ARTICLE 3 MANAGEMENT RIGHTS

The Town will not be limited in any way in the exercise of the functions of management and will have retained and reserved unto itself the right to exercise, without bargaining with the Union, all the powers, authority and prerogative of management including, but not limited to, the following items: the operation and direction of the affairs of the Town in all of their various aspects; the determination of the level of services to be provided; the direction, control supervision and evaluation of the employees; the determination of new employee classifications; the determination and interpretation of new job descriptions; the increase, diminishment, change or discontinuation of operations in whole or in part; the institution of technological changes or the revising of processes systems or equipment from time to time; the alteration, addition or elimination of existing methods, equipment facilities or programs; the determination of the location organization number and training of personnel; the assignment of duties and work assignments including the change of duties and work assignments from time to time; the creation assignment and change of shifts, including establishment and change from time to time of shift times and the determination of the number of shifts and the changing of number of shifts; the assignment to work sites, including the change of work sites from time to time; the granting and scheduling of leaves; the scheduling and enforcement of working hours; the assignment of overtime; the determination of which employees, if any, are to be called in for work at times other than their regularly scheduled hours and the determination of the classification(s) to be so called; the determination of whether goods should be leased contracted or purchased; the hiring, appointment or promotion of employees, including the determination of qualifications and requirements for the position; the demotion, suspension, discipline or discharge of employees; the layoff or relief of employees due to lack of funds or lack of work; the making, amendment, and enforcement of such rules, regulations operating and administrative procedures from time to time as the Town deems necessary; and the Town will have the right to invoke these rights and make such changes in these items as the Town in its sole discretion may deem appropriate except to the extent expressly abridged by a specific provision of the Agreement.

During an emergency, the Town will have the right to take any action necessary to meet the emergency notwithstanding any contrary provisions of this Agreement.

**ARTICLE 4****GRIEVANCE PROCEDURE**

A grievance is defined as a dispute between the Union members and the Town or between the Town and employee as to the rights of the parties under this Agreement. Issues involving a change in the general wage rates or salaries shall not be the subject of any grievance or arbitration. All grievances shall be handled in accordance with procedures set forth herein, and references to period of days shall not include Saturdays, Sundays and holidays.

**Section 1.** All grievances will be prepared in writing and submitted to the department head who will take up the grievance and must be responded to within five (5) working days.

**Section 2.** If the grievance has not been settled after ten (10) working days, it may be forwarded to the Commissioners of that Department in writing within five (5) working days. The Commissioners will reply to the grievance within two (2) calendar weeks after their next meeting.

**Section 3.** If the grievance has not been settled after ten (10) working days, it may be forwarded to the Board of Selectmen in writing within five (5) working days. The Board of Selectmen will reply to the grievance within two (2) calendar weeks after its next meeting.

**Section 4.** If the grievance is still not settled, the Union employee or Town may submit the issue to the State Board of Conciliation and Arbitration. It is understood and agreed that the arbitrator cannot add to, subtract from, or in any way modify the provisions of the Agreement. It is further understood and agreed that either party may request that a transcript be made of the arbitration hearing, which transcript shall be the "official record" of the proceeding. The requesting party will pay for such transcript, and the other party may obtain a copy of the transcript at cost.

**Section 5.** The Town agrees that adverse actions shall not be taken against employees except for just cause. This Section shall not apply to probationary employees.

**Section 6.** The absence of a written response from the Town or its agents within the designated period provided under this article shall be deemed a denial of the grievance.

**ARTICLE 5****NO STRIKE**

It is understood and agreed that the services performed by the Town employees included in this Agreement are essential to the public health, safety and welfare. Therefore, the Union agrees on behalf of itself and its members that it will not authorize, instigate, aid condone or engage in any strike, work stoppage or other action; at any time, including upon termination of this Agreement; which will interrupt or interfere with the operation of the Town. In the event of a violation of this section, the Union agrees to take positive affirmative steps with the employees concerned and to hold employee meetings to bring about an immediate resumption of normal work. Should there be a violation of this section, there shall be no discussion or negotiations regarding the difference or dispute during the existence of such violation or before normal work



has been resumed. The Town agrees not to lock out employees during the term of this Agreement.

#### ARTICLE 6

#### WORK SCHEDULE

The work schedule for these departments will be forty (40) hours per week as determined by the respective department heads. Compensatory time off arrangements in Sewer Department, may be made with an employee and his department head subject to approval of the department's commission. Lunch periods and work breaks may be scheduled by the respective department heads consistent with workload and other legitimate interests of the employer.

#### ARTICLE 7

#### OVERTIME

Employees in the Highway and Water Departments will receive overtime pay for all hours actually worked over forty (40) hours in one (1) calendar week, at the rate of one and one-half (1 1/2) times the employee's base pay. Employees in the Highway and Water departments who work seven (7) consecutive days will receive double time for all hours worked on the seventh consecutive day if it falls on a Sunday. Sewer Department employees may upon request receive compensatory time off in place of overtime pay, as specified above. All paid leave time will be considered time worked for computation of overtime. The leave time will include sick leave, personal leave, bereavement leave, vacation leave, holidays and jury duty. Employees will receive two (2) hours pay when starting work after 5:00a.m. and before 7:00a.m.

#### ARTICLE 8

#### HOLIDAYS

Permanent full-time employees will be excused from work without loss of pay on the following holidays:

|                        |                        |
|------------------------|------------------------|
| New Years Day          | Labor Day              |
| Memorial Day           | Thanksgiving Day       |
| July Fourth            | Day after Thanksgiving |
| Martin Luther King Day | Christmas Day          |
| Washington's Birthday  | Patriot's Day          |
| Columbus Day           | Veteran's Day          |

When a holiday is celebrated on a day during which an employee is not scheduled to work, the employee will receive one (1) day of compensatory time off to be scheduled by the department head; within one (1) week before or after the holiday or when the employee returns to work. For an employee to be eligible for holiday leave he must work the scheduled day before and afterwards except for sick leave, vacation leave, bereavement leave, etc.

Notwithstanding anything herein to the contrary, if an employee shall be required to work on a designated holiday, he shall have the option of either: (1) being paid at two and one-half (2 1/2) times his regular pay for each hour worked and shall not be scheduled for an additional day off with pay; or (2) be compensated at his regular rate of pay and be scheduled for an additional day and one-half off at a later time without loss of pay. Employees will be paid two (2) times their regular pay for all hours worked before or after their normal shift within twenty-four (24)

hour duration of the holiday. An employee who works Easter Sunday shall be paid two (2) times the employee's base rate of pay for each hour worked.

#### ARTICLE 9

#### VACATION

Effective July 1, 2000, the following vacation schedule will take effect:

##### Period of Full-time Employment

One year through four years of service  
Five years through nine years of service  
Ten years through nineteen years of service  
Twenty years of service +

##### Length of Vacation

10 working days  
15 working days  
20 working days  
25 working days

A list of vacation time for each employee shall be posted on the bulletin board in each department. Such list to be posted and maintained by the Union Steward. All vacation time to be used within one (1) fiscal year, no carry over. Employees may use vacation leave in minimum increments of four (4) hour increments. Vacation leave may not be taken in anything less than 4-hour blocks.

If the Department does not have a scheduled vacation shutdown or is on a staggered vacation the head of the Department may permit employees to request varied vacation schedules. Vacation will be granted in accordance with seniority, subject to the operational needs of the Town as determined by the department head. At least two (2) weeks notice will be given for all vacations of five (5) days or more, for three and four days of vacation, a minimum of forty-eight (48) hours notice will be given, for two days or less of vacation, a minimum of twenty-four (24) hours notice will be given.

An employee who is laid off, terminates or retires prior to his scheduled vacation shall be granted a pro-rated vacation allowance accrued in accordance with the provisions of this Article. Vacation will be computed from the employee's anniversary date of hire.

Employees on worker's compensation for one hundred and twenty (120) or more days will not earn vacation leave for the entire period the employee is on worker's compensation. If the employee returns to work during a vacation-earning year, he/she shall earn vacation on a pro rata basis for the remainder of such year.

#### ARTICLE 10

#### BEREAVEMENT LEAVE

In the case of the death in the immediate family, an employee shall receive three (3) consecutive working days off without loss of pay. Immediate family shall include spouse, mother, father, brother, sister, child, stepparent, step-child, father-in-law and mother-in-law.

In the case of the death of the employee's grandparent, grandchild, grandparent-in-law, brother-in-law, sister-in-law, aunt or uncle, the employee shall receive one (1) working day off without loss of pay.



## Article 11 Wages

The following wage schedule will be effective July 1, 2006:

|                           | Entry<br>Level | After<br>1 Year | After<br>2 Years | After<br>3 Years | Max   |
|---------------------------|----------------|-----------------|------------------|------------------|-------|
| <b>Highway Department</b> |                |                 |                  |                  |       |
| Working Foreman           | 20.99          | 21.25           | 21.52            | 21.79            | 22.07 |
| Heavy Equipment Operator  | 18.33          | 18.52           | 18.70            | 18.89            | 19.07 |
| Mechanic                  | 18.86          | 19.05           | 19.23            | 19.41            | 19.60 |
| Mechanic's Helper         | 17.83          | 18.05           | 18.24            | 18.50            | 18.72 |
| Truck Driver              | 17.56          | 17.78           | 18.01            | 18.23            | 18.46 |
| <b>Sewer Department</b>   |                |                 |                  |                  |       |
| Ass't Plant Operator      | 18.88          | 19.07           | 19.25            | 19.43            | 19.62 |
| Maintenance Worker        | 18.22          | 18.41           | 18.60            | 18.79            | 18.99 |
| <b>Water Department</b>   |                |                 |                  |                  |       |
| Ass't Plant Operator      | 18.88          | 19.07           | 19.25            | 19.43            | 19.62 |
| Maintenance Worker        | 18.33          | 18.52           | 18.70            | 18.89            | 19.07 |
| Laborer                   | 17.57          | 17.78           | 17.99            | 18.20            | 18.42 |
| <b>Recycling</b>          |                |                 |                  |                  |       |
| Coordinator               | 16.57          | 17.16           | 17.34            | 17.53            | 17.71 |

The following wage schedule will be effective July 1, 2007:

|                           | Entry<br>Level | After<br>1 Year | After<br>2 Years | After<br>3 Years | Max   |
|---------------------------|----------------|-----------------|------------------|------------------|-------|
| <b>Highway Department</b> |                |                 |                  |                  |       |
| Working Foreman           | 21.64          | 21.90           | 22.17            | 22.44            | 22.72 |
| Heavy Equipment Operator  | 18.98          | 19.17           | 19.35            | 19.54            | 19.72 |
| Mechanic                  | 19.51          | 19.70           | 19.88            | 20.06            | 20.25 |
| Mechanic's Helper         | 18.48          | 18.70           | 18.89            | 19.15            | 19.37 |
| Truck Driver              | 18.21          | 18.43           | 18.66            | 18.88            | 19.11 |
| <b>Sewer Department</b>   |                |                 |                  |                  |       |
| Ass't Plant Operator      | 19.53          | 19.72           | 19.90            | 20.08            | 20.27 |
| Maintenance Worker        | 18.87          | 19.05           | 19.25            | 19.44            | 19.64 |
| <b>Water Department</b>   |                |                 |                  |                  |       |
| Ass't Plant Operator      | 19.53          | 19.72           | 19.90            | 20.08            | 20.27 |
| Maintenance Worker        | 18.98          | 19.17           | 19.35            | 19.54            | 19.72 |
| Laborer                   | 18.22          | 18.43           | 18.64            | 18.85            | 19.07 |
| <b>Recycling</b>          |                |                 |                  |                  |       |
| Coordinator               | 17.22          | 17.81           | 17.99            | 18.18            | 18.36 |

**The following wage schedule will be effective July 1, 2008:**

|                           | <b>Entry<br/>Level</b> | <b>After<br/>1 Year</b> | <b>After<br/>2 Years</b> | <b>After<br/>3 Years</b> | <b>Max</b> |
|---------------------------|------------------------|-------------------------|--------------------------|--------------------------|------------|
| <b>Highway Department</b> |                        |                         |                          |                          |            |
| Working Foreman           | 22.31                  | 22.77                   | 22.84                    | 23.11                    | 23.39      |
| Heavy Equipment Operator  | 19.63                  | 19.74                   | 20.02                    | 20.21                    | 20.39      |
| Mechanic                  | 20.18                  | 20.37                   | 20.55                    | 20.73                    | 20.92      |
| Mechanic's Helper         | 19.15                  | 19.37                   | 19.56                    | 19.82                    | 20.04      |
| Truck Driver              | 18.88                  | 19.10                   | 19.33                    | 19.55                    | 19.78      |
| <b>Sewer Department</b>   |                        |                         |                          |                          |            |
| Ass't Plant Operator      | 20.20                  | 20.39                   | 20.57                    | 20.75                    | 20.94      |
| Maintenance Worker        | 19.54                  | 19.72                   | 19.92                    | 20.11                    | 20.31      |
| <b>Water Department</b>   |                        |                         |                          |                          |            |
| Ass't Plant Operator      | 20.20                  | 20.39                   | 20.57                    | 20.75                    | 20.94      |
| Maintenance Worker        | 19.63                  | 19.74                   | 20.02                    | 20.21                    | 20.39      |
| Laborer                   | 18.89                  | 19.10                   | 19.31                    | 19.52                    | 19.74      |
| <b>Recycling</b>          |                        |                         |                          |                          |            |
| Coordinator               | 17.89                  | 18.48                   | 18.66                    | 18.85                    | 19.03      |



**ARTICLE 11A****SECONDARY CLASSIFICATION/WHEN ASSIGNED**

The Town of Dudley shall compensate highway employees assigned to operate or maintain the Sweeper an additional one dollar (\$1.00) an hour more than that of the Truck Drivers rate of pay at the maximum for every hour the employee is assigned to the Sweeper.

Any employee who works as a Heavy Equipment Operator for more than four (4) hours in any work day shall be compensated at the rate for that job classification for that particular shift, providing he/she is not performing in the capacity for training purposes.

**ARTICLE 11B****RECLASSIFICATION & REGRADES**

Effective July 1, 1994, the Town of Dudley will create the position of Mechanic's Helper in the Highway Department. This position will be \$0.25 an hour more than the Truck Driver classification. The position will be filled from within the bargaining unit and the employee reclassified to this position will be paid at the third step of the pay grade.

The position of Mechanic in the Water Department will be reclassified to Assistant Plant Operator effective July 1, 1994. The employee holding the classification of Mechanic will automatically move into this position and will be paid at the third step of the pay grade.

Effective July 1, 1997, the position of Coordinator in the Recycling Department will be regraded by the Town paying an additional one dollar (\$1.00) per hour over the wage rate in effect on June 30, 1997.

Effective July 1, 1997, the Town agrees to increase that Assistant Plant Operator position (Water Department) to the same wage schedule as the Assistant Plant Operator (Sewer Department).

The Town will create the when assigned job title of Backflow Prevention Inspector. This when assigned classification will pay an annual stipend of \$450.00 to the employee holding this job title. This payment shall be made twice a year in equal payments. One pay payment shall be made on July 1 of every year and the second payment shall be paid on January 1 of each year so long as the employee meets the stipulated requirements. Management has the right to choose the number of personnel who will be paid said stipend. The Town further agrees to reimburse the employees for all license expenses which relate to the Backflow Prevention Inspector. The

stipend for fiscal year 1997-1998 will be prorated for the number of months the when assigned rating is in place.

Effective July 1, 2005, the Loader Operator and Grader Operator classifications will be reclassified into the new classification of Heavy Equipment Operator at the Loader Operator wage rate.

## ARTICLE 12

### AGENCY FEE

Effective the thirtieth (30th) day following the beginning of employment, or the thirtieth (30th) day following formal execution of this Agreement, each permanent full time employee of the bargaining unit who is not a member in good standing of the Union shall be required as a condition of employment, to pay a monthly service fee during the life of this Agreement, to the Union, in an amount equivalent to the cost of collective bargaining and contract administration.

The Employer shall also notify the Union of the names and addresses of any new full time permanent employees within ten (10) days of their hiring.

At the election of employees, said Agency Service Fee may be deducted from his wages in accordance with Chapter 180, Section of the Massachusetts General Laws, upon presentation of the signed authorization. Said authorization may be canceled by sixty (60) days written notice to the Town, an employee who does not authorize the Town to make weekly payroll deductions as provided herein shall make the Agency Service Fee payment directly to the Union Treasurer.

No action by the Town shall be considered against any Employee of the bargaining unit for failure to meet his agency fee obligations unless the Union certifies in writing to the Town that said Employee has not met the obligation imposed by this Article.

The Union agrees to indemnify and save the Town harmless against all claims, suits, or other forms of liability arising out of the deductions of such agency service fees from employee pay or out of application of this Article. The Union agrees to assume full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union — which will provide such information to the Town Treasurer as may be required by said Town Treasurer under General Laws, Chapter 180, section 17G. It is understood by the Town and the Union that the deduction of the agency service fee shall be made by the Town through the Treasurer only during the existence of an executed agreement between the Town and the Union.

## ARTICLE 13

### LICENSE REQUIREMENTS

Section 1. As a condition of employment, any employee who is required to operate any of the Town's vehicles that are subject to a commercial driver's license shall possess a valid and current commercial driver's license (CDL).

Section 2. Any employee who is required to operate any of the Town's vehicles that fall outside the designation of commercial vehicles, as defined by law, shall possess a valid and current standard driver's license.



Section 3. Failure to possess such licenses shall constitute just cause under Article 20 for disciplinary action by the Town.

#### ARTICLE 14

#### WORK HOURS, WEEKDAY, SHIFT

The regular hours of work each day shall be consecutive except for interruptions for breaks or lunch periods.

Eight (8) consecutive hours of work within the twenty-four hour period beginning at the departments regular starting time shall constitute the regular work day. The starting time shall be uniform in the department.

Eight (8) consecutive hours of work plus a lunch break shall constitute a work shift. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time. Except in emergencies, an employee shall be notified at least one (1) week prior to any changes in his/her schedule. An employee may request a change in schedule and with the approval of the department head, the schedule may be changed exclusive of overtime.

#### ARTICLE 15

#### UNION ACTIVITIES

The Union, through its representatives, shall be granted by the employer, reasonable access to the employees to:

1. Post Union notices
2. Transmit communications, file grievances, without loss of pay.

The Town will provide space for a union-supplied bulletin board. No derogatory notices will be permitted.

#### ARTICLE 16

#### RECALL

If an employee is recalled to work at a time other than his/her regular work hours, the employee will be paid for at least four (4) hours unless the recall in time merges with the regular work shift of the employee. Employees shall receive four (4) hours pay if called into work before 5:00A.M. These hours will be counted as hours actually worked in computing eligibility for overtime for pay for hours in excess of forty (40) hours per week.

#### ARTICLE 17

#### UNIFORMS AND PROTECTIVE CLOTHING

The Town will provide raingear, rubber boots and gloves as may be determined by the Department Head who may request proof of need.

Effective July 1, 2000, all employees in the bargaining unit will receive a three hundred ninety-five dollar (\$395.00) stipend to pay for work clothes.

A new employee shall receive the work clothes stipend when he/she completes the six (6) month probationary period.

All employees covered by this Agreement may request the money in advance. They can request the monies in whole or in part. Once the employee receives the payment from the Town, the employee has fifteen (15) days in which to provide the Town with a receipt for said clothing.

Effective July 1, 2000, the employee filling the classification of Mechanic in the Highway Department will receive an annual stipend of four hundred dollars (\$400.00) for the replacement and purchasing of tools which will remain the property of the employee. The Mechanic will receive this stipend no later than July 30th of any fiscal year.

The clothing stipend of any eligible employee who is out on worker's compensation will be frozen and may not be requested in whole or in part, until he returns to work. Any employee who returns to work within the fiscal year may only request that amount of the stipend remaining in his account. Any employee who returns to work after the new fiscal year may request the full amount of the clothing stipend, providing there are at least thirty (30) days left in the new fiscal year.

#### ARTICLE 18

#### SICK LEAVE

Sick leave shall be allowed at the rate of one and one-quarter (1 ¼) days per month. When a sick day is used, the sick day shall be paid at the employees current rate of pay.

An employee upon retirement may be able to convert sick leave accumulated before July 1, 1989 to a direct cash payment on a twenty (20%) percent conversion basis. An employee may be required to provide a doctor's certificate for an illness of three (3) or more days. A list of current sick leave days shall be posted on the bulletin board in each department. This list will be posted by the Union Steward.

Starting July 1, 1989, the Employer shall buy back, at the end of each fiscal year, half of the employees accumulated sick days at the employees current rate of pay. The remaining unused sick leave will be set aside in a separate bank. There will be no buy back of sick leave at retirement, for all sick leave accumulated after June 30, 1989.

Each employee effective 7/1/89 will have two (2) sick leave banks. The sick leave accrued in the employee's sick leave bank effective 7/1/89 and thereafter must be exhausted before an employee uses sick leave accrued prior to 7/1/89.

If an employee is absent from work because of sickness for more than fourteen (14) working days he/she shall receive \$200.00 per week from the Insurer. The aforementioned \$200.00 per week shall be paid from the Insurer to the employee as long as the employee is absent from work because of sickness but not more than twenty-six (26) weeks. The verification of the employee's sickness is subject to a receipt of a valid doctors diagnosis. During this absence because of sickness the employee may choose whether or not to use his/her accumulated sick leave in addition to receiving the \$200.00 per week.



Upon the death of an employee, the spouse or estate of the employee shall receive a cash payment of 20% of all sick leave accrued from the old account.

Any employee who is out on workers' compensation for one hundred and twenty (120) or more days will not earn sick leave for the entire period the employee is on worker's compensation.

#### ARTICLE 19

#### SAFETY

There shall be a safety committee consisting of two (2) employees and two (2) department heads. Upon the request of any member, the committee shall meet to discuss safety on the job, with the aim of preventing and or solving employment practices which might be construed as safety problems. The committee shall report its findings to the Selectmen, with recommendations to alleviate the problem(s). The recommendations of the Safety Committee will be advisory, and shall not be binding on the Town.

#### ARTICLE 20

#### DISCIPLINE

The Town may impose disciplinary action for just cause. Disciplinary action may include, but is not limited to:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Discharge

The Town will give written notice to employees within five (5) days of imposing numbers 3 and 4 above and will forward a copy to SEIU, Local 888 if the employee so requests in writing. Written notice regarding suspension will specify the number of days of punishment duty or suspension imposed. Disciplinary actions under items 3 and 4 above can be taken up at second step of grievance procedure by a permanent employee.

No permanent employee shall be terminated or suspended for more than five (5) days without a hearing before the Selectmen. At least one (1) weeks written notice shall be given of the hearing to the employee and the Union. The employee shall receive regular pay up to and including the date of the hearing.

#### ARTICLE 21

#### EQUALIZATION OF OVERTIME

Overtime will, subject to the limitations set forth below, be distributed according to a posted seniority list. Such list to be maintained by the department head and posted by the Union Steward. Employees without phones need not be called for overtime work.

An employee completing a regular overtime assignment can be kept longer by the Town without necessitating calling an employee off the seniority list if the Town deems it proper.

An employee who cannot be reached promptly by a phone call from the Town will be charged with an overtime work assignment for the purpose of this Article.

Nothing in this clause will be construed to allow the foreman to take overtime work away from unit employees simply because he is a supervisor. He can take his share of overtime and in addition he can serve as supervisor whenever required by the Superintendent.

## ARTICLE 22

### JOB BIDDING

In those instances where the Town decides to fill an existing vacancy or create a new job classification, the Town agrees to post promotional and job vacancy notices on a bulletin board in a conspicuous place for at least two (2) weeks.

If a vacancy, which the Town intends to fill, or a new position is created within a particular department, employees covered by this collective bargaining agreement will be allowed to notify the Town during the two (2) week posting period of their candidacy for the position. The most senior employee within the department who notifies the Town of his/her candidacy and who meets all job qualifications of the position, as determined by the Town, will receive preference for appointment to the position. The Town will select the most senior candidate, who fulfills the job requirements as determined by the Town, for the position on a ninety (90) day trial basis. After an employee serves thirty days of the trial period, the Town may at its discretion end the remaining portion of the ninety day trial period.

If, in the Town's opinion, the employee does not perform satisfactorily, the Town agrees to select the employee who was chosen by the Town as the second candidate for said position (in order of seniority) based on the above criteria. If in the Town's opinion the second candidate for the position does not perform satisfactorily, the Town may appoint or promote anyone it selects, from inside or outside of the department, with a trial period. The Town's decision and action regarding the permanent employee's performance on a basis is not subject to the grievance procedure.

An employee who does not perform satisfactorily during his trial shall return to his/her former position. An employee who does not feel suited to a new position may elect to return to his/her former position, during the ninety (90) day trial period.

## ARTICLE 23

### AMENDMENT TO BARGAINING UNIT

It is mutually agreed that the position of Working Foreman is included in the bargaining unit. Both parties agree to abide by this Agreement and take whatever action is necessary to carry out this Agreement.

## ARTICLE 24

### PROBATIONARY PERIOD

A probationary period of six (6) calendar months is created for all future appointments. After thirty (30) days, the Town may terminate any newly hired employee on a probation by written notice to such employee. The Town's decision or action is not subject to the grievance procedure.



**ARTICLE 25****PRIVATE WORK**

No employee shall be required to fulfill duties that extend into private work while on a regular shift. This Article shall not be construed to mean that pulling out "stuck" cars or other "neighborly" work shall be forbidden.

**ARTICLE 26****LIFE INSURANCE, HEALTH INSURANCE**

The Town shall provide health insurance and the Town shall pay seventy percent (70%) of the premium and the employee shall pay thirty percent (30%) of the premium on a weekly basis effective July 1, 1994.

Employees shall pay thirty percent (30%) of the premium of an employee's HMO plan and the Town will pay seventy percent (70%) effective July 1, 1994. The Town agrees to implement a premium conversion "Cafeteria Plan" for payment of employees medical insurance and HMO plans.

In order to shelter an employee's contributions to medical insurance or an HMO plan from income tax, the Town agrees to the extent permitted by law to implement a "Cafeteria Plan" (IE. "premium conversion plan") for health insurance for employees.

In addition to the \$10,000 that Town employees receive for paying a \$1.14 per week premium, SEIU, Local 888 bargaining unit members shall receive an additional \$10,000 bringing their total coverage to \$20,000.

**ARTICLE 27****STABILITY OF AGREEMENT**

No agreement, understanding, alteration or variation of this Agreement's terms or provisions herein contained shall bind the parties unless made and executed in writing by the parties hereto.

The failure of the Town or the Union to insist in any one or more incidents, upon performance of any of the terms or conditions of the Agreement, shall not be considered as a waiver or relinquishment of the right of the Town or Union to future performance of any such term or condition, and the obligations of the Town and the Union to such future performance shall continue in full force and effect.

If any Article or section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and addenda not be affected thereby.

**ARTICLE 28****STAFFING**

During the performance of trench work in the Water Department there will be more than one (1) employee on the work site.

**ARTICLE 29****LEAVE OF ABSENCE**

- A. A full time employee with one (1) year or more of service may be eligible for a leave of absence up to a maximum of six (6) months, such leave of absence must be requested in writing and may be granted at the discretion of the department head. Such leave of absence will be without pay or benefits and should the employee not return to work at the end of the specified request, employment will be considered terminated.

- B. Family and Medical Leave Act Leave

**Section 1.** Employees will be eligible for leave and/or benefits in accordance with the federal Family Medical Leave Act (the "Act"), or Chapter 149, Section 105D of the Massachusetts General Laws.

**Section 2.** Employees taking family leave pursuant to the Act must use any accrued vacation leave at the beginning of such leave, if family leave is granted to permit the employee to care for; (a) a newborn child, (b) a child the employee has adopted, or to whom the employee will be providing foster care or, (c) a child, spouse, or parent with a serious health condition.

**Section 3.** The Town may require certifications concerning health conditions.

**Section 4.** Any employee who fails to return to work after the family leave has expired for a reason other than continuance, recurrence or onset of a serious health condition that would entitle the employee leave under the Act, or because of circumstances beyond the employee's control, will be required to reimburse the Town for the Town's contribution towards health coverage during the period of leave.

**ARTICLE 30****LAYOFF AND REINSTATEMENT**

Should the Town determine that it is necessary to layoff any employee, it shall notify any affected employees at least two (2) weeks in advance. A meeting shall be arranged to discuss alternatives to layoff.

Employees shall be laid-off and recalled by job classification, subject to seniority. For a period of thirty-six (36) months following date of layoff, employees will be given the opportunity to return to work before the employment of any new employees.

Should the Town decide to fill any position during an employees thirty-six (36) month recall period, it shall notify any laid-off employees by registered mail. It shall be the responsibility of the employee to keep a current address on file with the Town. The employee shall upon receipt of notice, notify the Town of intent to return to employment. An employee who desires to be reinstated will have thirty calendar (30) days to return to work after having been notified. Employees who are reinstated shall not lose any previously earned seniority or benefits.



**ARTICLE 31****PERSONAL DAYS**

Employees will receive three (3) paid personal days a year. A personal day cannot be used the day before or after a holiday. The employee will give the department head a days notice before using a personal day.

**ARTICLE 32****ON CALL STIPEND**

All employees in the Water Department will receive an additional \$20.00 per day for the period of Monday -- Friday when they are on call and carrying the beeper.

All employees in the Water Department will receive an additional \$35.00 per day when on call and carrying the beeper Saturday and Sunday.

All employees in the Water Department will receive an additional \$50.00 per day for being on call and carrying the beeper any of the holidays observed under the Agreement.

In accordance with the Fair Labor Standards Act, the employee is not on duty while on-call, and shall have the flexibility of movement, subject to being available for call. It is understood that while on call employees shall be fit for duty.

During each assigned on-call period, the employee shall be eligible for recall pay only once during such period, even if he/she is called more than once during such period; provided, however, the employee shall be eligible for overtime pay for subsequent calls if he/she meets the requirements of overtime for actual work during subsequent recalls.

**ARTICLE 33****LICENSES**

The Town of Dudley will reimburse employees for all job related and required licenses, renewals, schooling and/or training at 100% of the cost.

**ARTICLE 34****FINES/LIABILITY**

The Town of Dudley shall pay for all cited violations incurred for faulty equipment. Employees of the Town of Dudley shall have the right to refuse to drive equipment that does not meet current safety regulations.

**ARTICLE 35****WAIVER**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other will not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE 36HIGHWAY CLASSIFICATION STUDY COMMITTEE

The Union and the Town agree to form a study committee to review the job classifications within the Highway Department. This committee is charged with creating a classification system and preparing recommendations for the Town and the Union to review. The Town or Union may request to negotiate over the recommendations set forth by this Committee.

Further, the Committee will be comprised of two (2) members selected by the Union and two (2) members selected by the Town. The Chairman of the Board of Selectmen shall sit on the committee as a non voting member. In the event of a tie vote, the Chairman shall cast the deciding vote in regards to the recommendations set forth by said committee.

ARTICLE 37DURATION

The agreement will become effective as of July 1, 2006 and shall continue in effect until 30th of June, 2009.

THIS AGREEMENT SHALL be subject to ratification by the Union and the Board of Selectmen of the Town of Dudley, and shall be subject to appropriation by Town Meeting.

THIS AGREEMENT has been executed by the duly authorized representative of the Town of Dudley and SEIU, Local 888 subject to the conditions herein.

FOR THE TOWN OF DUDLEYFOR SEIU, LOCAL 888

*Alfred Leach*  
*Anthony B. DiDonato Jr.*  
*John F. Fyfe*

*David Belanger*

Dated: The 22<sup>nd</sup> Day of April, 2006



## Memorandum of Agreement

Town of Dudley  
And  
SEIU, Local 888  
(Representing Highway, Recycling, Sewer & Water Employees)

January 7, 2008

Whereas the Town of Dudley (hereinafter "Town") and the SEIU, Local 888 (hereinafter "Local 888") have negotiated to amend the Uniforms & Protective Clothing clause in the existing Collective Bargaining Agreement (hereinafter "CBA") dated July 1, 2006 to June 30, 2009;

Whereas the Town of Dudley, in efforts of fairness & equity, acknowledges a change in how the Town processes lump sum payments for clothing allowance and corresponding employee taxes implications;

Now Therefore, the Town and Local 888 agree the existing agreement will remain unchanged except as modified in this Memorandum of Agreement (hereinafter "MOA") for Uniforms & Protective Clothing stipends (hereinafter "Stipend"):

1. Lump Sum Deduction Offset.

The Town agrees to provide a deduction offset of One Hundred Dollars (\$100.00) to the seven (7) named employees who receive their Uniforms & Protective Clothing stipend in lump sum for FY 2007 and who had payroll taxes and Worcester County Retirement contribution (pension) deducted from their respective stipends.

This payment is for a one time only for FY2007. The parties agree that any future lump sum stipend payments shall be subject to all legally required payroll and retirement deductions which shall be the responsibility of the employee and who shall not be entitled to lump sum deduction offset from the Town.

Named employees: David Belanger, Frank Gardecki, Timothy Galvin, George Patrinos, Leonard Beatty, Allen Warrington and Vincent Grzyb.

*BAKER*

2. Article 17 Uniforms & Protective Clothing Stipend

The Town agrees to amend Article 17, Uniforms & Protective Clothing Stipend by adding a new paragraph to read as follows:

Effective July 1, 2008, all employees in the bargaining unit will receive a annual Five Hundred Dollar (\$500.00) stipend to pay for work clothes to be reimbursed on a receipt received basis.

Authorized representatives of the Town of Dudley and Local 888 representing Highway/ Recycling/Sewer/Water employees have duly executed this Memorandum of Agreement on January 7, 2008.

Town of Dudley

*Paul Joseph*  
Paul Joseph, Chairman

*Brian Germain 1/7/08*  
Brian Germain, Vice Chairman

*JoAnn Szydzak 1/7/08*  
JoAnn Szydzak, Clerk

*Steven Sullivan 1/7/08*  
Steven Sullivan

*Anthony Didonato, Sr.*  
Anthony Didonato, Sr.

Local 888

*David Belanger*  
David Belanger, Local 888 President

*Timothy Galvin 1-9-08*  
Timothy Galvin, Hwy

## Memorandum of Agreement

Town of Dudley  
And  
SEIU, Local 888  
(Representing Highway, Recycling, Sewer & Water Employees)

June 30, 2009

Whereas the Town of Dudley (hereinafter "Town") and the SEIU, Local 888 (hereinafter "Local 888") have negotiated to amend the existing Collective Bargaining Agreement dated 7/1/2006 to 6/30/2009 to extend the term and establish wages of the agreement for Fiscal Year 2010;

Now Therefore, the Town and Local 888 agree the existing agreement will remain unchanged except as modified in this Memorandum of Agreement:

1. **Article 11 Wages.** (Both parties agree that no wage increase shall occur for FY 2010. Therefore, the following wage schedule which was effective as of July 1, 2008, shall continue for FY 2010):

|                          | <u>Entry Level</u> | <u>After 1 Yr.</u> | <u>After 2 Yrs.</u> | <u>After 3 Yrs.</u> | <u>Max.</u> |
|--------------------------|--------------------|--------------------|---------------------|---------------------|-------------|
| <b><u>HIIGHWAY</u></b>   |                    |                    |                     |                     |             |
| Heavy Equip't Operator   | 19.63              | 19.74              | 20.02               | 20.21               | 20.39       |
| Mechanic                 | 20.18              | 20.37              | 20.55               | 20.73               | 20.92       |
| Mechanic's Helper        | 19.15              | 19.37              | 19.56               | 19.82               | 20.04       |
| Truck Driver             | 18.88              | 19.10              | 19.33               | 19.55               | 19.78       |
| <b><u>SEWER</u></b>      |                    |                    |                     |                     |             |
| Assistant Plant Operator | 20.20              | 20.39              | 20.57               | 20.75               | 20.94       |
| Maintenance Worker       | 19.54              | 19.72              | 19.92               | 20.11               | 20.31       |
| <b><u>WATER</u></b>      |                    |                    |                     |                     |             |
| Assistant Plant Operator | 20.20              | 20.39              | 20.57               | 20.75               | 20.94       |
| Maintenance Worker       | 19.63              | 19.74              | 20.02               | 20.21               | 20.39       |
| Laborer                  | 18.89              | 19.10              | 19.31               | 19.52               | 19.74       |
| <b><u>RECYCLING</u></b>  |                    |                    |                     |                     |             |
| Coordinator              | 17.89              | 18.48              | 18.66               | 18.85               | 19.03       |

2. **Article 37 Duration**

The agreement will become effective as of July 1, 2009 and shall continue in effect until June 30, 2010.

Authorized representatives of the Town of Dudley and Local 888 representing Highway/Recycling/Sewer/Water employees have duly executed this Memorandum of Agreement on June 30, 2009.

Town of Dudley

Paul M. Joseph, Chairman

Steven Sullivan, Vice Chairman

JoAnn C. Szymczak, Clerk

Anthony B. Didonato, Sr.

Nancy A. Runkle

Local 888

David Belanger, Local President

Frank Gardecki